(On being mentioned)

RG, J.

WRIT PETITION No.18269 OF 2006

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It is brought to my notice that at Page 29 of the Order in W.P.No.18269 of 2006 dated 29.11.2006, while extracting Clause 35, the contents of the bank guarantee dated 13.9.2001 were wrongly extracted. The same being a typographical mistake requires to be corrected.

Accordingly, Para-1 in Page 29 (commenced with the words "For proper appreciation……..."), shall stand substituted as under:

> "For proper appreciation of the rival claims, it is necessary to examine the purpose of the bank guarantee furnished for performance security. Clause 35 of Volume-I of the Bid Document runs as under:
>
> ***35. Performance Security***
>
> ***35.1.*** *Within 28 (twenty eight) days after the date of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a Performance Security in the form of an unconditional Bank Guarantee in an amount equivalent to 10% (ten percent) of the Contract Price as per the proceedings forma provided in Section IX, Volume 3 of the Bidding Documents."*

Registry is directed to carry out the correction and furnish fresh copies to all the concerned.

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(G. ROHINI).

12th December, 2006.
Kgr

s

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.18269 OF 2006

29/11/2006

M/s. K.M.C. Constructions Limited,
MCH No.555, Arora Colony, Road No.3,
Banjara Hills, Hyderabad-500 034
Rep. by its Managing Director
Mekapati Goutham Reddy … Petitioner

Vs.

National Highways Authority of India,
Ministry of Shipping, Road Transport & Highways
G5 & 6, Sector 10, Dwaraka, New Delhi
Rep. by its Chief General Manager
And another. .. Respondents